

Exhibit A

EASTERN LIVESTOCK CO., LLC MEDIATION

1. Disclosure

Phillip Kunkel and/or other members of his firm has (i) participated on conference calls organized by the National Cattlemen's Beef Association ("NCBA") in connection with the Eastern Livestock case; (ii) advised the NCBA as to consequences of the Eastern Livestock case and its potential impact upon the beef industry; and (ii) represented the NCBA in other, unrelated matters. This representation of the NCBA in unrelated matters may continue during the pendency of the mediation.

2. Scope of Mediation

Validity, priority and extent of claims to livestock proceeds held by the trustee.

3. Fees and Expenses

The mediator's services will be billed at an hourly rate of \$500 per hour; travel time will be billed at an hourly rate of \$250 per hour. All reasonable out of pocket expenses of the mediator will also be reimbursed. The mediator may use associates or paralegals with Gray Plant Mooty, the mediator's firm, to assist the mediator with the organization of documents, review of mediation submissions, research, and drafting documents for the mediator. Associates will be billed at an hourly rate of \$250; paralegals will be billed at an hourly rate of \$160.

4. Responsibility for Fees and Expenses

The Trustee will pay one-half of the mediator's fees and expenses; any party requesting mediation will pay one-half of the mediator's fees and expenses. Any party requesting mediation will pay to the mediator an advance mediation fee of \$5,500 at the time they request mediation. All fees and expenses will be paid within 15 days of the completion of the mediation and upon submission by the mediator of an itemized invoice to counsel for the parties.

5. Mediation Procedures

The mediator will establish procedures for submission of mediation statements, scheduling of mediation meetings, location of mediation meetings, and other procedures. Multiple mediation meetings may be scheduled in a common location. The mediator may communicate with the parties, a party or their counsel separately as part of the mediation process, including prior to the mediation meeting. In connection with any such separate communication, a party or its counsel may request that the mediator keep confidential all or part of what was communicated.

6. Authority

The parties will send representatives to attend the mediation who have full authority to settle all issues. All parties will negotiate in good faith.

7. Settlement

Any settlement or agreement reached in the mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, each of the parties, subject to any necessary Court approval.

8. Confidentiality

Confidential information disclosed to the mediator in this case by the parties or witnesses in the course of the mediation will not be divulged by the mediator. All discussions, representations, and statements made during mediation will be privileged as settlement negotiations. All records, reports, or other documents received by the mediator while serving in such capacity shall be confidential. No document provided in mediation which is not otherwise discoverable will be admissible by any of the parties in any legal proceedings for any purpose, including impeachment. The mediator shall not be compelled to divulge such records or testify in regard to the mediation in any adversary proceeding or judicial forum.

The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce into evidence, in any arbitral, judicial, or other proceedings:

- (a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
- (b) admissions made by any party in the course of the mediation proceedings;
- (c) proposals made or views expressed by the mediator; or
- (d) the fact that another party had or had not indicated a willingness to accept any settlement proposals made by either party.

The obligation to keep communications confidential will remain in effect after the completion of the mediation process, regardless of whether or not the parties reach an agreement or settlement.